

1 Luann L. Simmons (Cal. S.B. #203526)  
lsimmons@omm.com  
2 **O'MELVENY & MYERS LLP**  
Two Embarcadero Center, 28th Floor  
3 San Francisco, California 94111-3823  
Telephone: +1 415 984 8700  
4 Facsimile: +1 415 984 8701

5 *Attorney for Non-Party Google LLC*

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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **OAKLAND DIVISION**

11 LAURI VALJAKKA

Plaintiff,

12 v.

13 NETFLIX, INC.

14 Defendant.

Case No. 4:22-cv-01490-JST

**DECLARATION OF LUANN L.  
SIMMONS ON BEHALF OF NON-  
PARTY GOOGLE IN SUPPORT OF  
DEFENDANT'S ADMINISTRATIVE  
MOTION TO CONSIDER WHETHER  
ANOTHER PARTY'S MATERIAL  
SHOULD BE SEALED**

Judge: Hon. Jon S. Tigar

1 I, Luann L. Simmons, hereby declare as follows.

2 1. I am a member of the State Bar of California. I am a partner in the law firm of  
3 O'Melveny & Myers LLP, and counsel for Google LLC. If called as a witness, I could and would  
4 testify to the facts stated in this declaration.

5 2. Pursuant to Civil L.R. 79-5 and the Court's Standing Order Re Civil Cases, I  
6 submit this declaration in support of Defendant Netflix's Administrative Motion to Consider  
7 Whether Another Party's Material Should Be Sealed ("Motion to Seal") (Dkt. No. 126).  
8 Specifically, I submit this declaration on behalf of non-party Google as the "Designating Party"  
9 under Civil L.R. 79-5 in support of sealing the document filed as Exhibit F to the Motion to Seal  
10 (Dkt. No. 126-08).

11 3. Exhibit F to the Motion to Seal is the May 12, 2022 Settlement and License  
12 Agreement between Google and Plaintiff Lauri Valjakka (and related entities) ("Agreement").

13 4. The Agreement includes Google's confidential terms that are related to Google's  
14 business and legal operations, the disclosure of which would cause harm to Google. Kowalski  
15 Decl. at ¶ 5. A less restrictive alternative is not sufficient, given that the Agreement as a whole  
16 constitutes Google's confidential information, and the existence of the Agreement itself is  
17 confidential between the parties to the Agreement. *Id.* at ¶ 6.

18 5. This Court has recognized that settlement agreements contain confidential  
19 information that justifies sealing the agreements. *Thomas v. MagnaChip Semiconductor Corp.*,  
20 No. 14-cv-01160-JST, 2016 U.S. Dist. LEXIS 93342, at \*24 (N.D. Cal. July 18, 2016). Other  
21 courts in this District likewise routinely grant motions to seal "information related to highly  
22 confidential patent license agreements," the "disclosure of which could cause substantial  
23 economic harm to" the parties to such agreements, including those that are not parties to the  
24 litigation. *Asus Comput. Int'l v. InterDigital, Inc.*, No. 15-cv-01716-BLF, 2018 U.S. Dist. LEXIS  
25 71434, at \*6 (N.D. Cal. Apr. 26, 2018).

26 6. Defendant's request to seal the Agreement is narrowly tailored to maintain the  
27 confidentiality of third-party Google's information and protect sensitive information contained in  
28 the Agreement.

1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct to the best of my knowledge. Executed this 28th day of August,  
3 2023 at San Francisco, California.

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5 By: /s/ Luann L. Simmons  
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